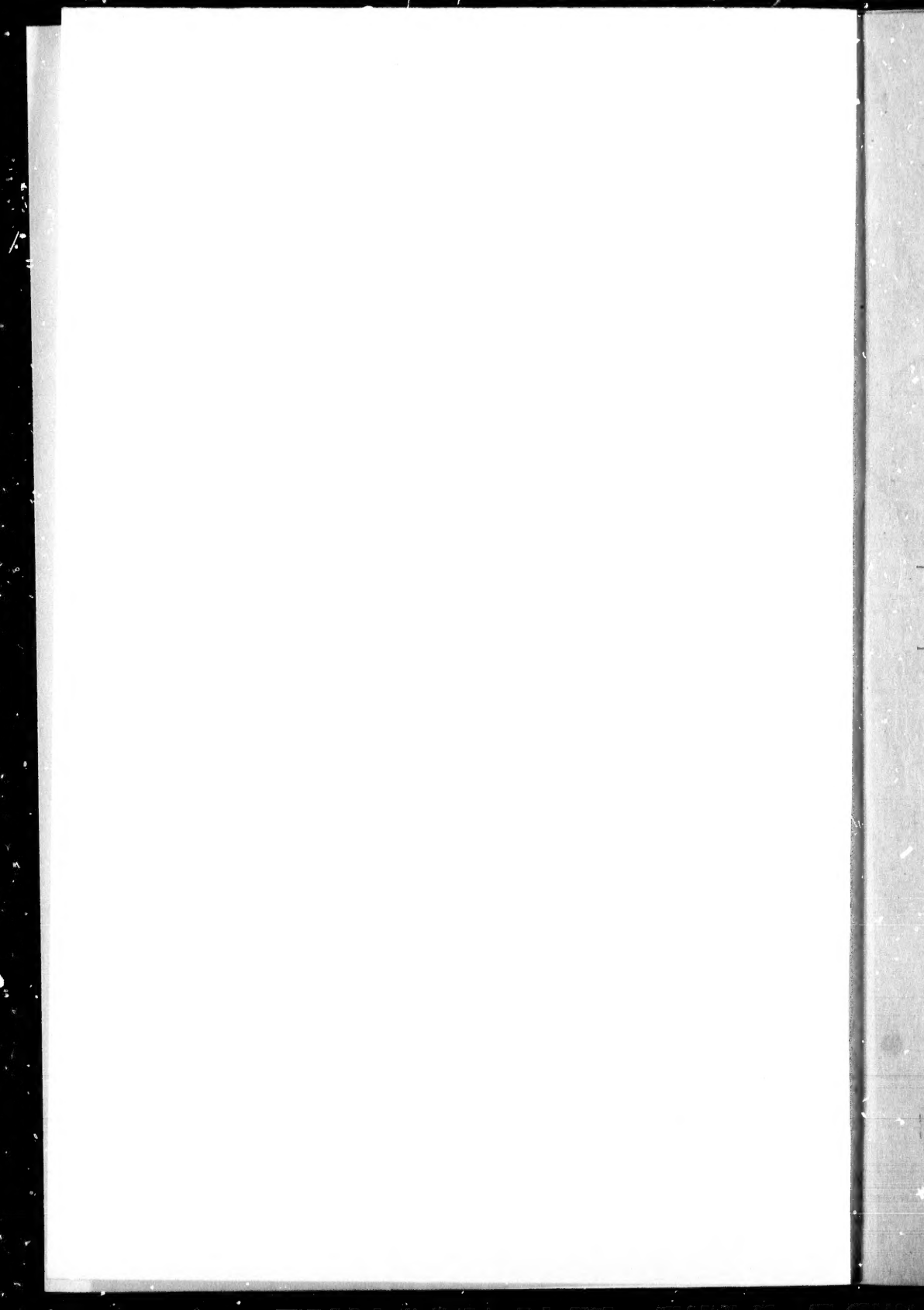




MR. ERASTUS WIMAN

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As Mr. ERASTUS WIMAN is now in complete control of all the Telegraph business of Canada, the following correspondence concerning him will, no doubt, be of great interest to the Canadian public :

EXECUTIVE OFFICE OF THE
MUTUAL UNION TELEGRAPH COMPANY,

NO. 41 PINE STREET, NEW YORK,

October 19, 1881.

To the President and Directors of the

Western Union Telegraph Company :—

We have in our control and now on special deposit in trust for the Western Union Telegraph Company three fifty dollar United States legal tender notes, numbered as follows :—Y 49,067, series of 1869 ; E 175,733 and E 321,772, both of series of 1874, and one one hundred dollar United States legal tender note numbered A 80,153, series of 1878.

These notes, being in all \$250 were paid by certain officers and directors of the Western Union Telegraph Company (the hundred dollar bill having come directly from the treasury of that company) to a clerk in the employment of the contractors building the lines of the Mutual Union Telegraph Company to induce him to take from his employers, for the benefit of the Western Union Telegraph Company, certain documents and extracts from documents which it was hoped might be used to the injury of the Mutual Union Telegraph Company.

We have also an original letter of Erastus Wiman, of the firm of Dunn, Wiman & Co., one of the directors of the Western Union Telegraph Company, directing the payment of the money to the clerk, and requesting that one of the documents thus to be obtained from him should be delivered to the General Manager of the Western Union Telegraph Company ; also the receipt of Thomas T. Eckert, the General Manager of the Western Union Telegraph Company, for the paper delivered in pursuance of Mr. Wiman's request, which receipt discloses upon its face a knowledge of the source from which the paper was obtained ; also a memorandum in the handwriting of D. H. Bates, assistant general manager of the Western Union Telegraph Company, specifying certain additional information which the clerk was expected to procure ; also an autograph letter of Erastus Wiman offering to provide the clerk with a situation at a salary of \$1,000 per annum in the event of his losing his present situation, and we are credibly informed that the assurances of this letter were verbally confirmed in the strongest manner by Mr. Eckert and Mr. Bates.

How far this conspiracy has extended we, of course, cannot positively know. The list furnished by Mr. Bates implies the necessity of suborning confidential clerks in the office of the Mutual Union Telegraph Company, but before it shall be carried any further we make this appeal to the governing body of the Western Union Telegraph Company that it be stopped.

If the persons named are so useful to the Western Union Telegraph Company that their services cannot be wholly dispensed with we respectfully request that their zeal be restrained within the limits of common honesty, and that in their efforts to break down the Mutual Union Telegraph Company they shall not be allowed to break down all the rules of morality and business honor and all sentiments of fidelity and loyalty in employees toward their employers.

Permit us to remind you that the Western Union Telegraph Company is engaged in a business which makes its employees the repository not only of papers relating to its own transactions, but of the business and domestic secrets of thousands of others. Such a corporation should be the last to engage in corrupting the clerks of others.

We respectfully request that all of the papers relating to our affairs which have been procured in this dishonorable manner be returned and that hereafter the opposition to this company be limited to an honorable rivalry.

The very high character of the large majority of the directors of the Western Union Telegraph Company and the relations which they sustain to the other great corporations of the country give us every confidence that they will not, even by their silence, appear to approve of this conduct by their associates.

The \$250 will be returned when application shall be made for it and a proper receipt given.

In conclusion it should be said that the value or importance of the documents obtained in the manner stated is no part of the issue between us. It is the method by which they were procured that is alone the ground of our objection and protest.

By order Executive Committee.

C. F. PECK, Secretary.

A reporter of the New York *Herald* interviewed Mr. Wiman upon the subject of the above letter when that gentleman said:

"I am perfectly thunderstruck, at the story imputing any improper conduct on my part as one of the directors of the Western Union. I was elected a director only last week and really know but very little as yet as to the affairs of the company."

"Do you deny having written the letter which you are accused of writing?"

"There is not a shadow of truth in the story. There is no such letter in existence for the very good reason that I never wrote it. I defy anybody to produce such a letter. I am perfectly willing to have this matter sifted to the bottom, for my record is clean, and I challenge any one to show to the contrary."

"How about the allegation of your offering a place with a salary of \$1,000 to a Mutual Union clerk if he should lose his place through stealing any of the Mutual Union's papers and giving them to the Western Union managers?"

"This is just as untrue as the rest of the story."

The next day, however, when Mr. Wiman learned that the proof of his guilt was in the hands of the Mutual Union people, and that his further denial of the matter would be useless, he acknowledged some of the facts but denied others.

The following further correspondence contains the most conclusive proof of Mr. Wiman's guilt:

EXECUTIVE OFFICES OF THE
MUTUAL UNION TELEGRAPH COMPANY,

41 PINE ST., NEW YORK CITY,

October 24th, 1881.

To the President and Directors of the

Western Union Telegraph Company:

On the 19th inst. we sent to you a letter containing very grave charges against certain officers and Directors of your company, alleging that they had conspired to bribe a clerk to steal certain papers which they expected to use for the benefit of the Western Union Telegraph Company, and to the injury of the Mutual Union Telegraph Company.

Mr. Erastus Wiman, one of your Directors, and one of the persons implicated, has replied to the charges in a letter given to the press, which you have no doubt seen, as it was prepared in the executive offices of your company.

Mr. Wiman's explanation, in brief, is that in his individual capacity, and without any reference to the affairs of the Western Union Telegraph Company, he desired to obtain a copy of certain papers relating to the Mutual Union Telegraph Company. That a person not connected with this Company or its contractors offered to procure it for him for a consideration named, and that he agreed to pay the price, without inquiring as to where the person got it. That as he was just leaving the city and could not receive the documents himself, he requested the person in a note to take it to General Eckert, and ask him to pay for it and hold it until his return. That General Eckert merely received the paper and paid the price as a friendly act, and that Mr. Bates having read the paper, suggested that some further information was needed to make it complete, and specified what these deficiencies were. The inference being plainly intended that neither of them were aware of any impropriety in the manner of procuring the papers, and that these acts had no relation to their conduct as officers of the Western Union Telegraph Company.

Having made these charges, we deem it our duty to you to produce the evidence which to our minds conclusively proves:

First. That Mr. Erastus Wiman personally arranged for bribing a clerk in the office of the contractors, that he directed the money to be paid to the clerk with full knowledge; that in this way the document was to be surreptitiously obtained; that before the exposure he expressed his anxiety, lest the matter might come to light, and he and his associates be thereby disgraced.

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Second. That Mr. Eckert, Vice-President and General Manager of the Western Union Telegraph Company, and Mr. Bates, his assistant, entered heartily into Mr. Wiman's scheme, approved of it and aided in carrying it out.

Third. That all three were doing this in the interest of the Western Union Telegraph Company, and in their zeal for its service.

FIRST.—AS TO MR. WIMAN'S PERSONAL GUILT.

We have the affidavit of Mr. Benjamin M. Plumb, President of the Fabric-Ornamenting and Manufacturing Company, in which he deposes that Mr. Wiman called upon him at his office, and asked his assistance in procuring papers from the office of the Mutual Union Telegraph Company. That upon Mr. Plumb suggesting that he knew a clerk in the office of the contractors who could get information if he was willing to do so, Mr. Wiman proposed that he would pay the clerk well if he would procure the original contract, and make and deliver a copy of it.

Mr. Plumb then proceeds to detail at length numerous conferences with Wiman, discussing the various steps in the conspiracy, in which the name of Mr. Fearing was used as the clerk to be bribed.

Preceding one of these interviews Mr. Wiman sent a man to Mr. Plumb's office with his (Wiman's) personal card, on the back of which was written:

"DEAR PLUMB: This is my phonographer. I cannot get to you until 4:30. Do what you can with him; he is safe.

"E. W."

Mr. Plumb in his deposition explains that it was expected that Mr. Fearing would on that day get hold of the original contract for a short time, and the phonographer was sent to copy it rapidly, so that it could be returned without being missed.

At another of these interviews Mr. Wiman gave Mr. Plumb three fifty dollar bills to be paid to Mr. Fearing as a reward for the proposed treachery, and an autograph letter written on Mr. Plumb's office paper, addressed to Mr. Fearing, and offering him a position at one thousand dollars per annum, in the event of his losing his present situation; which letter was written by Mr. Wiman in Mr. Plumb's presence and is as follows:

NEW YORK, Oct. 13th, 1881.

"HY. G. FEARING: Mr. Plumb says it may be necessary for you to change your location, and may want employment. As I understand you are a good phonographer, I may want a party, and if you get out of employment you may count on me for employment at least \$1,000 per annum.

"DUNN, WIMAN & CO.,
"ERASTUS WIMAN."

At another of these interviews, Mr. Plumb, in explaining to Mr. Wiman the manner in which the contract must be procured, said:

"That the clerk had possession of the keys of the safe in said Moore & Company's office on Saturdays, while the cashier of said company was ordinarily out of the city; that the clerk would have to purloin the same from said iron safe in order to make the copy desired. Mr. Wiman acquiesced in this, and said it was of the greatest importance to his company, and to offer the clerk more money than the amount before stated, if necessary, to get the document."

On the 13th October Mr. Plumb sent to Mr. Wiman the following note:

"NEW YORK, Oct. 13th, 1881.

"Personal.

"DEAR MR. WIMAN: I have seen Fearing and shown him your letter offering him employment. He is all right and has got the copy of the contract all complete, but insists that as he stole it he is running great risks, and now wants more than the \$150 you gave me to give to him. The fact is, his cupidity has been excited by the newspaper talk about this matter, and now he wants \$250. Shall I give it to him? and what shall I do with the contract when I get it?

"Hastily yours,

"B. M. PLUMB."

This was delivered to Mr. Wiman at the Grand Central Depot, where he had gone to take the train for Montreal. He immediately read it, and wrote the following reply, and handed it to the messenger for delivery to Mr. Plumb:

"DEAR P.: Give him the \$250 after he has read it over to you, if you find it very favorable to contractors. Perhaps it isn't worth it. I wd. go the \$250 if you like. Keep it till I come, or hand it to the Gen'l.

"E. W."

The messages who carried the note to Mr. Wiman deposes that he had first read it and knew its contents to be as just stated, and that Mr. Wiman read it and wrote the reply in his presence, and handed it to him to deliver to Mr. Plumb.

These two notes convict Mr. Wiman of nearly all that we have charged, and show the falsehood and weakness of his pretense that he did not know how the papers were to be procured.

The next morning, at St. John's, P.Q., Mr. Wiman sent to Mr. Plumb the following telegraphic dispatch:

"B. M. PLUMB,

"5th Floor, 19 Nassau St., N. Y.

"Better do nothing further until I return Monday. Retain letter.

"E. W."

To which Mr. Plumb sent the following reply:

"NEW YORK, Oct. 14th, 1881.

"E. WIMAN,

"President, etc., Montreal, Que.

"Telegram received. Too late. Paid the money and received contract. Delivered it to General Eckert as per your instructions.

"B. M. PLUMB."

Both messages being franked over the Western Union lines.

Notwithstanding the possession of the copy, Mr. Plumb deposes that they were very desirous of obtaining the original, in order to take photographic copies of it.

In the interview between Mr. Plumb and Mr. Wiman, in the presence of a witness, which is hereinafter explained, Mr. Wiman made the following statement:

"In answer to Mr. Plumb's question as to what he [Wiman] would do with the original of the contract if Fearing got it this evening, inasmuch as he [Plumb] was going away, Mr. Wiman said: 'I am going to the theatre to-night; will be at the Brunswick Cafe at supper with some of our friends, and will be there at half-past six to seven o'clock; but you can send it to me, and let the party who brings it pass by

the tables in the alcove there with his handkerchief in his hand, and I seeing him hold his handkerchief in his hand will come to him and get contract from him.

Mr. Wiman then explains how he would get the original photographed. Further on in the same conversation Mr. Wiman says:

“ ‘ Tell Fearing he need not be alarmed at all, to stay where he is for a long time to come; that there is lots of money he can make by remaining there.’ * * * ‘ There are several other documents which are very important, and which we want him [Fearing] to get if possible.’ ”

Then follows an enumeration of the desired contracts, specifying particularly the one between the Mutual Union Telegraph Company and the Baltimore and Ohio Railroad Company.

“ ‘ Tell Fearing he shall be kept in the background all the time, and need never come forward to be known in this matter if he works properly. We will get these Mutual Union folks on the rack yet.’ ”

The only confirmation of this evidence needed is the estimate which Mr. Wiman placed upon his own conduct.

Mr. Plumb testifies that Mr. Wiman's telegram from St. John's, P.Q., referred to the letter given by him to Fearing, which he hoped had not yet passed out of Plumb's hands. In the interview with Plumb already quoted from, in answer to a question from Mr. Plumb as to how Mr. Eckert and Mr. Bates regarded the stolen paper, Mr. Wiman said:

“ Oh, they regard it as a big bonanza. You and I never did such great work as we have done in this matter. It is perfectly marvelous work, performed in so short a time. *But we must be very careful. The Western Union folks are anxious that we shall not be disgraced in this matter.* . . . I wish, Mr. Plumb, you would arrange so I could substitute another letter for that one Fearing has got. I don't want it on your heading of paper, and I want it written carefully.”

Mr. Wiman then describes the letter he wishes to substitute for the one given, and adds:

“ I wrote that letter very hurriedly and am afraid I was not guarded enough in its statements. *There is no use running deep risks where they can be avoided. Suppose he should drop the letter and it should be found by other parties, it would hurt us.* ”

MR. ECKERT'S AND MR. BATES' COMPLICITY IN THE AFFAIR.

Mr. Wiman's explanation with regard to these gentlemen having been wholly an afterthought, cannot be expected to conform to the facts, and of course it does not. Referring to the letter written at the depot, he says:

“ I sent him [Plumb] written instructions to deliver the letter to General Eckert, and asked him [Eckert] to pay for it, and hold it until my return.”

By referring to the note as hereinbefore set forth, it will be seen that it can bear no such construction. Mr. Wiman had already furnished \$150 of the purchase money, and he is entirely silent as to how the additional \$100 is to be obtained, and he did not direct General Eckert to hold the paper until his return; he merely directed its delivery to the General, evidently regarding that as its proper destination. Mr. Wiman then adds that Mr. Eckert received the paper and paid the money merely as a friendly act, without any previous knowledge or acquaintance with the matter. The fact is, Mr. Eckert did not pay the money at all—Mr. Bates paid it, although Mr. Eckert was present and consented to the payment.

On these interesting questions we have very full testimony. Mr. Plumb deposes:

That upon delivering a copy of the contract to General Eckert it was read aloud by Mr. Bates; and General Eckert and Mr. Bates were both informed of the manner in which said copy of contract was obtained, and of Mr. Wiman's promise of a position to the clerk, Fearing.

"General Eckert and Mr. Bates suggested that the said Fearing had better remain, if possible, in the service of said John G. Moore and Company for at least a month or two longer, as he would perhaps be able to give them additional and further information, copies of papers, etc."

"It was also suggested at this interview by General Eckert and Mr. Bates that Mr. Fearing should, if possible, obtain the original of the contract now in hand, and let them have it for a few hours, and that they would have had photographic copies made thereof, so as to bring the same up in the future if it would in any way serve their purposes."

Mr. Plumb, in speaking with Eckert and Bates of the payment of the extra hundred dollars to Fearing, deposes:

"The latter saying he thought the best way to make the payment was for him to take the check of the company (meaning thereby the Western Union Telegraph Company) to his own order, and pay the \$100 referred to over in currency. This General Eckert approved of, and Mr. Bates immediately wrote a note or order, which was addressed to R. H. Rochester, the Treasurer of the Western Union Telegraph Company, and after General Eckert had seen the said paper, Mr. Bates went, as deponent believes, to the Treasurer of the company's office, and returned in a few minutes, and handed me a U. S. legal tender note of the denomination of \$100, for the purpose of paying the same to said Fearing."

"At this interview the subject of a letter from General Eckert or Mr. Bates to Fearing, guaranteeing the employment already promised by Mr. Wiman at a compensation equal to that he was receiving from John G. Moore and Company aforesaid was discussed, Mr. Bates saying that he did not think it would be wise for either of them to write such a letter to Fearing; and General Eckert stated to deponent that the objection to the writing of such a letter was that the said letter might get astray and be traced. At this interview General Eckert assured deponent that Fearing should be taken care of as already promised by said Erastus Wiman; that it was all right, but it would not do for them to write such a letter."

The receipt given by Mr. Eckert corroborates this testimony. It is as follows:

"Relieved of B. M. Plumb the copy of the contract for the construction of the lines of the Mutual Union Telegraph Company, as procured by Mr. Wiman through Henry G. Fearing.

THOS. T. ECKERT."

The memorandum given by Mr. Bates is also confirmatory, when taken in connection with the note to which it was a reply. You will observe that it was not given, as Mr. Wiman states, when the contract was delivered, but was afterwards sent to Mr. Plumb's office. On the 14th day of October Mr. Plumb sent Mr. Bates the following note:

"N. Y., Oct. 14th, 1881.

"DEAR MR. BATES: Mr. Fearing is here in my office now, and can get, I think, all you want. Please send me memo. of what is now wanted. I have missed one of the three things talked of.

Yours, etc.,

B. M. PLUMB."

To which Mr. Bates returned the following memorandum:

"Name of trustee, names of sureties, and what stock and bonds already issued."

The memorandum and the address on the envelope inclosing it both being in Mr. Bates' handwriting.

In the face of this testimony, it is ridiculous to pretend that Mr. Eckert and Mr. Bates held any different attitude in the case from Mr. Wiman himself. They paid the one hundred dollars without any intimation or request from Mr. Wiman, and because they felt a deep interest in furthering the project.

If this was a mere friendly act on the part of Mr. Eckert, we think you will agree with us that it was not a very friendly act on the part of Mr. Wiman to inveigle his friend, Mr. Eckert, into being the receiver of documents procured in the manner these were.

THAT MR. WIMAN, MR. ECKERT AND MR. BATES WERE ALL
WORKING IN THIS MATTER FOR THE INTERESTS OF THE
WESTERN UNION TELEGRAPH COMPANY.

Upon this point Mr. Wiman's garrulity has furnished us with abundant proof.

The pretense that he was acting in behalf of the stockholders of the Mutual Union Telegraph Company could only have been put forward by one steeped in guilt and confusion.

All of his statements and actions show an earnest desire to injure this company.

Mr. Plumb deposes that the first statement made to him by Mr. Wiman was that he was representing the Western Union Telegraph Company, and that he was desirous of obtaining

"Any information reflecting upon the management of the Mutual Union Telegraph Company, or the private character or business of the officers thereof." "Mr. Wiman also stated to me that one of the reasons for their desiring to get possession of these papers and facts was to endeavor to create stink here in the newspapers in New York and in this country as against the Mutual Union Telegraph Company, for the purpose of impairing their credit and deterring the public from paying their subscriptions."

"He also stated that they had already got two or three of the prominent subscribers to the bonds of the Mutual Union Telegraph Company to join them; that these men would refuse to pay any more assessments upon what they had already subscribed for, and claim back the moneys already paid thereon."

This number appears subsequently to have been reduced to one—viz., Mr. Edwin Lord.

At another interview Mr. Plumb deposes:

"He (Wiman) then showed me a draft of a communication which he had written the night previous, to be signed, he stated, with some possible modification, by Mr. Edwin Lord, which communication was to be sent to Mr. George Wm. Ballou, with whom he stated that Mr. Lord had some time previously subscribed for a large amount of bonds of said Mutual Union Telegraph Company."

"He also at his interview stated that the attorneys whom he had just seen were preparing the papers against the Mutual Union Telegraph Company, in a suit which they were getting Mr. Edwin Lord to bring for a bill of discovery, to bring into court the said contract for the construction of the lines of the Mutual Union Telegraph

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Company, but which suit they would not, of course, file, if they could possess themselves a copy of the contract referred to. He stated to me that he had secured one of the first issue of the Mutual Union Telegraph Company and one of the subsequent issue, and ten shares of the stock of the Mutual Union Telegraph Company, which stock they should transfer to Mr. Edwin Lord, thereby making him a stockholder, as well as a subscriber to said Company's bonds; thereby making a better showing in the coming suit against the Mutual Union Telegraph Company, to be brought in the name of the said Edwin Lord. Later Mr. Wiman said that he had received the letter for Mr. Lord to send, and that the lawyers had re-revised it and it had been very much modified, but that it would make a very fine paragraph for the newspapers, and that as soon as it had been sent it would be published over the country by the Associated Press."

Mr. Plumb also deposes that at the time Mr. Wiman wrote the letter off ring to take care of Fearing he said:

"That if practicable I [Plumb] had better retain the letter in my possession, show it to Mr. Fearing and hold it in a escrow as a pledge between them; for he said he was now a Director in the Western Union Telegraph Company, and that this was a Western Union matter, but that if Fearing insisted upon holding it he could have it."

After Mr. Plumb had given us his affidavit and furnished us with the original documents referred to, in order to demonstrate the absolute truthfulness of his statements, he insisted that an interview with Mr. Wiman should be held at his (Plumb's) office; at which any witness we might name should have an opportunity to hear Mr. Wiman corroborate all that had been alleged against him and his associates. We deemed this but justice to Mr. Plumb, if he had not in any way exaggerated the facts, and but justice to Mr. Wiman, if he had been in any way misrepresented.

The interview was held, and our witness, a short-hand reporter, took down verbatim the whole shameful tale from Mr. Wiman's lips, in a worse form than Mr. Plumb had given it to us.

In this interview Mr. Plumb asked: "Will Lord bring his suit?" Mr. Wiman replied: "Yes; he will bring suit to recover the ten thousand dollars he has paid, but will not bring it for some time, as they are waiting for the Mutual Union to sue him for his default in payment of two thousand dollars sixth assessment, then they will come back against them; we are going to fix up a suit against them to make them bring the original of this contract into court."

Mr. Plumb asked: "Will Lord bring that suit?" Mr. Wiman answered: "We have got another party who will bring it. We shall assign to him ten shares of the Mutual Union stock, which we hold, to enable him to bring the suit. We now want to get and will pay well for five hundred shares of the first issue of their stock."

I suppose it is selling at par, and we will give par for it. . . . You had better look out for to-morrow morning's *World*, in the column headed 'Wall Street Gossip.' We shall stab pretty hard there. I think it will be a very hard article against them. This advertisement recently in the papers (showing Plumb a copy) was put in, not by Hamilton and Bishop, but by Connor, for Gould. Hamilton and Bishop's names were merely made use of by us."

When a man sets about the commission of an act which, if exposed, will render him infamous, we must look somewhere for a motive commensurate with the risk. That the conspiracy which was organized to bribe a confidential clerk to commit a larceny, was in the personal interest of Mr. Wiman, will not be believed by anybody. Or that it was necessary to steal papers which the court would compel us to produce, if Mr. Wiman had any lawful ground of complaint as a stockholder of the Company.

Mr. Wiman is a Director of your company, and the President of your

Canada enterprise, known as "The Great North-Western Telegraph Company." Our company, when completed, will, through our allies, compete with you in Canada as well as here, and to defeat our enterprise and thus destroy competition, it would, in the estimate of Mr. Wiman, be advantageous to procure and publish

"Any information reflecting upon the management of the Mutual Union Telegraph Company, or of the private character or business of the officers thereof." "To create a stink here in the newspapers against the Mutual Union Telegraph Company, for the purpose of impairing their credit and deterring the public from paying their subscriptions." To induce prominent subscribers to the bonds of the company to refuse to pay assessment upon what they had subscribed."

To stir up lawsuits against this company, and for this purpose to purchase ten shares of stock, and assign it to a party for that purpose.

The object to be accomplished by these tactics would, it seems, in the estimation of Mr. Wiman, justify him in incurring the risk of detection and the disgrace of himself and associates, for he openly avows, in the presence of witnesses, that

"This was a Western Union matter."

of which company he states he is a Director.

While this may be a sufficient justification in the estimation of a man capable of the villainy, it will surprise even Mr. Wiman, if it should be claimed by anybody that it would be the proper method to protect our stockholders, of which he claims to be one to the extent of ten shares, if it has not since been assigned to some one else for the purpose of instituting a suit against us.

To convince you that we have quoted fairly from the evidence, we append hereto a copy of the affidavits of Mr. Plumb and Mr. Hewitt. The originals of the following documents are in our possession, and can be at any time examined by the President of the Western Union Telegraph Company, together with the notes of the phonographer who took down the conversation between Mr. Wiman and Mr. Plumb, and at the same time we will exhibit any other documents which it may be proper for you to see.

- 1st. The card of Mr. Wiman introducing his phonographer.
- 2d. Mr. Wiman's letter offering employment to Mr. Fearing.
- 3d. Mr. Wiman's reply to Mr. Plumb, directing the payment of the money.
- 4th. Mr. Wiman's dispatch of October 14th, as issued from the Western Union Telegraph Company's office.
- 5th. General Eckert's receipt for the purloined document.
- 6th. Mr. Bates' memorandum.

It is but justice to Mr. Plumb and Mr. Fearing to say that we are convinced that their participation in this affair was altogether in the interest of justice and was undertaken wholly for the purpose of exposing the misconduct of the persons who were seeking to make them instruments in the commission of a crime.

By order of the Executive Committee.

C. F. PECK,
Secretary.

AFFIDAVIT OF BENJAMIN M. PLUMB.

B. M. PLUMB, of the City and County of New York, being duly sworn, deposes and says:

That on or about the 5th day of October, 1881, Mr. Erastus Wiman came to the office of the company of which I am President, and stated that he was the President of the Great North-Western Telegraph Company, controlling every mile of telegraph wire in the Canadas and Manitoba, and was representing the Western Union Telegraph Company; that there were certain documents or papers in existence belonging to the Mutual Union Telegraph Company, copies of which the Western Union Telegraph Company and himself were extremely desirous of possessing, and certain other information they desired to obtain. I asked him what were the documents and information they desired, and he told me that one document was the contract for the construction of the lines of the Mutual Union Telegraph Company, and any information reflecting upon the management of the Mutual Union Telegraph Company, or the private character or business of the officers thereof. I then stated to him that I knew the general officers of said company, and also a clerk in the employ of John G. Moore & Company, contractors for the construction of the lines of the Mutual Union Telegraph Company, who might help him get information if he would consent to do so. He asked if this clerk could probably get at the papers of the firm, and stated that he would pay said clerk well, if he would possess himself of the original of said contract, and make and deliver a copy thereof, and that he would besides, in case the clerk was found out and discharged in consequence of his acts, furnish him employment at a compensation equal to that he was then receiving from said John G. Moore & Company, and would also pay me \$500 if the copy was obtained. I was astounded that Mr. Wiman should make such a proposition to me, but did not let my surprise be apparent to him. One George E. Baker, now in the employ of the Western Union Telegraph Company, and formerly of the Mutual Union Telegraph Company, had, previous to Mr. Wiman's coming to my office as aforesaid, been to me, and after asking me many questions touching the Mutual Union Telegraph Company, said there was certain information touching the Mutual Union Telegraph Company that he thought I possessed wanted by "a big man," and that he would bring said man to my office within two days. Curious to know what was sought after, I humored Baker in this, and when Mr. Wiman came, as above, said Baker accompanied him.

Mr. Wiman also stated to me that one of the reasons for their desiring to get possession of these papers and facts was to endeavor to create a stink here in the newspapers in New York and this country as against the Mutual Union Telegraph Company, for the purpose of impairing their credit and deterring the public from paying subscriptions, and if he could create this disaffection here, they could, by publishing the same in Canada, as they should, make such a feeling against the Mutual Union Telegraph Company there as that its Canadian alliance (called the Canada Mutual Telegraph Company) would be unable to get any subscriptions in Canada for the said last-named Company's uses. He stated that the Canadians were a peculiar people, and that when the disaffection he proposed to produce here in the public prints, and otherwise, was accomplished, the Canadian people would not touch the matter of subscribing to said Canada Mutual Union Tele-

graph Company's purposes. He also stated that they had already got two or three of the prominent subscribers to the bonds of the Mutual Union Telegraph Company to join them, and that these men would refuse to pay any more assessments upon what they had already subscribed for and claim back the moneys already paid thereon. He also stated that he was pursuing information as to the previous private character, matters and business of the officers of said Mutual Union Telegraph Company.

Mr. Wiman then left my office, saying he should call and see me the next day, and requested me to see what could be done. The following day Mr. Wiman called at my office and found me not in, and left upon my desk his card, and, at a subsequent hour, again called and found me in. He then showed me some unimportant papers that he had received, in answer to his correspondence in relation to the previous character and business of the officers of said Mutual Union Telegraph Company. He stated that they had caused the records of the District of Columbia to be searched for any papers concerning the Mutual Union Telegraph Company, or its general officers, and found nothing of any importance. Upon leaving, Mr. Wiman said he would call again upon the following morning. He so called, and requested me to offer to the clerk referred to as in the office of John G. Moore & Company one hundred and fifty dollars (\$150) to purloin said contract, and make and deliver a copy thereof. Mr. Wiman said that he would be willing, if necessary, to pay more than that sum. He then showed to me a draft of a communication which he had written the night previous to be signed, he stated, with some possible modification, by Mr. Edwin Lord, which communication was to be sent to Mr. George W. Ballou, with whom he stated that Mr. Lord had some time previous subscribed for a large amount of bonds of said Mutual Union Telegraph Company. He also showed me an opinion signed by Brown, of the firm of Beach & Brown, attorneys, respecting subscriptions which had been made to the bonds of said Mutual Union Telegraph Company. He also, at this interview, stated that the attorneys, whom he had just seen, were preparing the papers against the Mutual Union Telegraph Company in a suit which they were getting Mr. Edwin Lord to bring for a bill of discovery to bring into court the said contract for the construction of the lines of the Mutual Union Telegraph Company, but which suit they would not, of course, file if they could possess themselves of a copy of the contract referred to. He stated to me that they had secured one of the first issue of the Mutual Union Telegraph Company, and one of the subsequent issue, and ten shares of the stock of said Mutual Union Telegraph Company, which stock they should transfer to Mr. Edwin Lord, thereby making him a stockholder, as well as a subscriber to said company's bonds, and thereby making a better showing in the coming suit against said Mutual Union Telegraph Company, to be brought in the name of said Edwin Lord. I told him I thought he would shortly be able to get from the said clerk in the office of John G. Moore & Company a copy of the said contract for the considerations before stated; that I was informed that the said clerk had possession of the keys to the safe in said Moore & Company's office on Saturdays, while the cashier of said company was ordinarily out of the city, that the clerk would have to purloin the same from the said iron safe in order to make the copy desired. Mr. Wiman acquiesced in this, and told me it was of the greatest importance to his company, and to offer the clerk more money than the amount before stated, if necessary, to get the document.

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Mr. Wiman stated to me at the above interview, that in filing the suit of said Lord against the said Mutual Union Telegraph Company, they relied almost entirely for their grounds upon the testimony of said George E. Baker, who was now in the employ of the Western Union Telegraph Company' but who had been recently for a time in the employ of the Mutual Union Telegraph Company. He stated that as soon as he returned to his office he would send me a copy of a copy of a report Mr. Baker had made to him of the condition of certain lines of the Mutual Union Telegraph Company, which Mr. Baker had inspected while formerly in its service. I told him that I understood that Mr. Baker had made official reports of his inspection of the Mutual Union Telegraph Company's lines at the time he made said inspections, and had reported in the most favorable terms upon them as to their poles, wire, insulation, and construction. Mr. Wiman said, "Oh, my! if that is the case, we are ruined in our suit. If the Mutual Union Telegraph Company possess a report of Baker favorable to the construction of their lines, we would be thrown immediately out of court," and added words to the effect that they would make a laughing stock of themselves. I stated that the clerk referred to in the office of John G. Moore & Company could no doubt get him copies of said reports of the inspection of the lines of the Mutual Union Telegraph Company made by said inspector, Baker. He begged me to endeavor to get the same laying stress upon the line between New York and Boston, as he said that in the first circular issued by the Mutual Union Telegraph Company for placing its bonds, it assured the public that it was building good and substantial lines of telegraph, at which time it had already constructed said line from New York to Boston. I obtained the original report of said inspector, Baker, to the Mutual Union Telegraph Company, of the said line between the Cities of New York and Boston, which I read entirely to said Wiman the following afternoon, and furnished a complete copy thereof to Mr. Wiman. The report commended the said lines in the highest degree and was very favorable. Mr. Wiman was astounded, as he said Baker had stated to him an entirely different state of facts, and Mr. Wiman said that he had some time previously sent out twenty-five letters to different parties in the country, naming, among others, Mr. J. Tillinghast, of Buffalo; Thomas Roache, Superintendent of the Western Union Telegraph Company at Boston; that he had received answers to part of them, and that his faith in Baker's statements to him was very much shaken, from the fact that every response he had received from said communications was in the highest degree favorable as to the thoroughness of the construction of the lines of the said Mutual Union Telegraph Company, and stated that they had requested samples of the wire to be sent here, which samples of wire had been pronounced by experts to be of the very best, and that unfortunately all that they had learned in this direction was unfavorable to their proposed grounds to be furnished said Edwin Lord in his suit against said Mutual Union Telegraph Company.

On the following morning, I think, to the last named interview, I received from said Wiman, through the mail, a letter with certain inclosures, which letter requested me to obtain, if in my power, certain information from Washington which he thought was correct, and if so would be injurious to the reputation of one of the officers of the Mutual Union Telegraph Company. This letter related to personal transactions occurring some ten years ago. Previous to this interview, and earlier in the day, Mr. Wiman had

called at my office and found me not in, and had left on my desk a written communication to me as follows:

"Called to see if anything new. Send me word if you want my man.

(Signed,)

E. W."

The reference in this communication to "my man" was that if the said clerk in the employ of John G. Moore & Company got the original document wanted, in order that it might be returned to its place as speedily as possible after being taken, he would send to me, at any hour that I should notify him, his stenographer, who could take a quick copy thereof. Mr. Wiman expressed himself as especially anxious for the copy of the contract, and begged me to send him word to his place of business as soon as I ascertained whether the clerk in John G. Moore & Company's office could get it. During the following two or three days Mr. Wiman called at my office a couple of times, I think, and found me not in, and on Wednesday, the 12th of October, 1881, called and found me in, and said that he had revised the letter for Mr. Lord to send to George W. Ballou, and that the lawyers had re-revised it, and it had been very much modified, but that it would make a very fine paragraph for the newspapers, and that as soon as it had been sent to Mr. Ballou it would be sent over the country by the Associated Press. He then stated that it would be necessary, if possible, to obtain the copy of said contract before the following Saturday (the 5th of October), as Mr. Lord's assessment then called for would be due on that day, and if not paid he would be in default, and then urged me to offer the said clerk in John G. Moore & Company's office a larger sum than that already made if he could, previous to Saturday, obtain the said contract.

Mr. Wiman then left, and the evening of this day I sent him a note asking him to call at my office between 3.30 and four o'clock the next day (Thursday, October 13th): when I believed the said clerk would have a copy of the contract ready. At the hour of four o'clock, P. M., on said following day a gentleman came to my office, and handed me the personal printed card of Mr. Wiman, on the back of which was written in Mr. Wiman's handwriting as follows:

"DEAR PLUMB: This is my phonographer. I cannot get to you until 4.30. Do what you can with him. He is safe.

(Signed)

E. W."

I told Mr. Wiman's phonographer his services would not be needed, and he left my office. At 4.30 P. M. (a half hour later) Mr. Wiman came in, and I stated to him that the copy of the contract was nearly ready, and that I could get it, I thought, for \$150, the first sum he had offered as above, when he took out of his pocket and gave to me three U. S. legal tender notes, each of the denomination of \$50, and numbered, respectively, as follows: E 321, 772, series of 1874; Y 49,067, series of 1869, and E 175,733, series of 1874, to be turned over to me as from him to said clerk in the employ of John G. Moore & Company, whose name was Henry G. Fearing. Mr. Wiman then, also in fulfillment of his previous promise, sat down and in my presence penned a letter as follows:

"NEW YORK, Oct. 13th, 1881.

"HY. G. FEARING: Mr. Plumb says it may be necessary for you to change your location and may want employment. As I understand you are

a good phonographer, I may want a party, and if you get out of employment you may count on me for employment at least \$1,000 per an.

" (Signed)

DUNN, WIMAN & CO.,

" ERASTUS WIMAN."

Upon writing this letter to Mr. Fearing, Mr. Wiman said that if practicable I had better retain the letter in my possession, show it to Mr. Fearing, and hold it in escrow as a pledge between them, for, he said, he was now a Director of the Western Union Telegraph Company, and that this was a Western Union matter, but that if Fearing insisted upon holding it he could have it. Mr. Wiman then stated that he was to leave the city for Montreal at 6:30 o'clock, P. M., the same evening, and after requesting me to get the copy of contract from said Fearing as quickly as possible, and to bring the same to his office, then said that I might miss him there, and requested that I bring it to the Grand Central Depot previous to the departure of the 6.30 train. Being detained, I feared my inability to reach the depot in time previous to the departure of said train, and I sent a note to Mr. Wiman, which note read as follows:

" NEW YORK, Oct. 13th, 1881.

" *Personal.*

" DEAR MR. WIMAN: I have seen Fearing and shown him your letter offering him employment. He is all right and has got the copy of the contract all complete, but insists that as he stole it he is running great risks, and now wants more than the \$150 you gave me to give to him. The fact is, his cupidity has been excited by the newspaper talk about this matter, and he now wants \$250. Shall I give it to him? and what shall I do with the contract when I get it?

" Hastily yours,

" (Signed)

B. M. PLUMB."

The messenger found Mr. Wiman waiting in the New York Central and Hudson River Railroad depot and delivered my note to him, and brought me from him a reply to the same, which was in the handwriting of Mr. Wiman read as follows:

" DEAR P.: Give him the \$250 after he has read it over to you, if you find it very favorable to contractors. Perhaps it isn't worth it. I wd. go the \$250 if you like. Keep it till I come, or hand it to the Gen'l.

" (Signed)

E. W."

The "General" referred to at the end of said note I understood to be General Eckert, General Manager of the Western Union Telegraph Company, as we had in our conversations already referred to General Eckert as the "General."

During the A. M. of the next day I received from Mr. Wiman an official dead head telegraphic dispatch *via* the Western Union Telegraph Company, dated at St. Johns, P.Q., Oct. 14th, 1881, as follows:

" B. M. PLUMB,

" 5th Floor, 19 Nassau St., N. Y.

" Better do nothing further until I return Monday. Retain letter.

(Signed,)

E. W."

In accordance with Mr. Wiman's request I had taken the copy of contract which I had received from Henry G. Fearing, clerk in the office of said John G. Moore & Company, to General Thomas T. Eckert, who gave me therefor a receipt reading as follows:

"Received of B. M. Plumb the copy of the contract for the construction of the lines of the Mutual Union Telegraph Company, as procured by Mr. Wiman through Henry G. Fearing.

(Signed,) THOS. T. ECKERT."

On this day I sent an answer to Mr. Wiman's message as follows:

"NEW YORK, Oct. 14th, 1881.

"E. WIMAN,

"President, etc., Montreal, Que.

"Telegram received. Too late. Paid the money and received contract. Delivered it to General Eckert as per your instructions.

(Signed,) B. M. PLUMB."

To this dispatch I have received no answer. This message from myself to President Wiman was sent by the Western Union Telegraph Company dead head.

Upon delivering the copy of said contract to General Eckert in his office it was read aloud by Mr. Bates, his assistant, who, besides myself, was present, and General Eckert and Mr. Bates were both informed of the manner in which said copy of contract was obtained by Wiman, and of the amount of money that had been paid for the same by Mr. Wiman, and of the fact that Mr. Wiman had also promised the clerk in John G. Moore & Company's office [Henry G. Fearing] a position with a salary equal to that he was then receiving, and General Eckert and Mr. Bates suggested that said Fearing had better remain, if possible, in the service of said John G. Moore & Company for at least a month or two longer, as he would perhaps be able to give them additional and further information, copies of papers, etc. I was then requested by General Eckert and Mr. Bates to get from Fearing, if possible, information as to how many bonds of the Mutual Union Telegraph Company had been issued under its subscriptions at the present time, the names of the of the sureties on the bond given by John G. Moore & Company to the Mutual Union Telegraph Company for the carrying out of their contract, and as to who was the trustee for holding the bonds of the Mutual Union Telegraph Company, and the proceeds thereof.

It was also suggested at this interview, by General Eckert and Mr. Bates, that Mr. Fearing should, if possible, obtain the original of the contract now in hand, and let them have it for a few hours, and that they would have photographic copies made thereof, so as to bring the same up in the future, if it would in any way serve their purposes.

After leaving General Eckert's office I sent to Mr. Bates, his assistant, a note reading as follows:

N. Y., Oct. 14th, 1881.

DEAR MR. BATES: Mr. Fearing is here in my office now, and can get, I

think, all you want. Please send me memo. of what is now wanted. I have missed one of the three things talked of.

"Yours, etc.,

"(Signed),

B. M. PLUMB."

and received back by same messenger from Mr. Bates a memorandum in his handwriting, "Name of trustee, names of snreties, and what stock and bonds already issued."

I further state that in this matter I never intended to receive, and have not received, a dollar in money, or any compensation whatever from said Erastus Wiman, from the Western Union Telegraph Company, from the Mutual Union Telegraph Company, or any one representing any or either of said companies, or any individual, and that my interest or part taken has been to show, if it would ever further the ends of right and justice, the scheme set forth, and which the parties carrying it out seemed to think, as I had previously been in the employ of the American Union Telegraph Company, I might aid them in execution. And further, that I am not now, nor have I ever been, in the employment of the Mutual Union Telegraph Company or any of its officers, or of the firm of John G. Moore & Company.

On the following day after the delivery of the contract to General Eckert, and the receipt of the above-mentioned telegraphic despatch from Erastus Wiman, I called at the executive offices of the Western Union Telegraph Company in New York City, and again saw General Thos. T. Eckert, and Mr. D. H. Bates, the General Manager and Assistant General Manager of said company, and again referred to the additional \$100 that Mr. Wiman in his note of the day before had authorized to be paid to Mr. Fearing, making in all \$250 so paid, and stated that as I was to be absent from the city on Monday, it would be necessary, in fulfillment of Mr. Wiman's obligation to said Fearing, to pay to Fearing the additional \$100 (over and above the \$150 previously paid him, as above set forth,) which General Eckert and Mr. Bates acquiesced in, the latter saying that he thought the best way to make the payment was for him to take the check of the company, [meaning thereby the Western Union Telegraph Company,] to his own order, and pay the \$100 referred to over in currency. This General Eckert approved of, and Mr. Bates immediately wrote a note or order which I saw was addressed to R. H. Rochester, the Treasurer of the Western Union Telegraph Company, and after General Eckert had seen the said paper, note or order, Mr. Bates begged me to remain a few moments, and went, as deponent believes, to the treasury of the company's office, which is on the first floor of the building, and in a few minutes returned and handed to deponent a United States legal tender note of the denomination of \$100 (said note being numbered A 80-153, series 1878), for the purpose of paying the same to said Fearing as the balance due him on the transaction of the said Wiman hereinbefore set forth, which deponent immediately took and delivered to Henry G. Fearing. At this interview the subject of a letter from General Eckert or Mr. Bates to Fearing guaranteeing the employment already promised by Mr. Wiman at a compensation equal to that he was receiving from John G. Moore & Company, aforesaid, was discussed, Mr. Bates saying that he did not think it would be wise for either of them to write such a letter to Fearing, and General Eckert stated to deponent that the objection to the writing of such letter was that said letter might get astray and be traced. At this inter-

view General Eckert assured deponent that Fearing should be taken care of as already promised by said Erastus Wiman; that it was all right, but it would not do, he thought, for them to write such a letter. Deponent further saith that this statement has not been prepared for him, but that all of it has been taken down in his own words as dictated by him.

BEN. M. PLUMB.

Sworn to before me, this 15th }
day of October, 1881. }

C. G. ARCHIBALD,

Commissioner of Deeds, N. Y. City.

AFFIDAVIT OF WM. HEWITT.

STATE OF NEW YORK, } SS,
COUNTY OF NEW YORK, }

WM. HEWITT, being duly sworn, deposes, that on the 13th of October, A. D. 1881, at the request of Mr. B. M. Plumb, he carried the following note from Mr. Plumb to Mr. Erastus Wiman:

"N. Y., Oct 13th, 1881.

" *Personal.*

"DEAR MR. WIMAN: I have seen Mr. Fearing and shown him your letter offering him employment. He is all right and has got the copy of the contract all complete, but insists that as he stole it, he is running great risks, and now wants more than the \$150 you gave me to give him. The fact is his cupidity has been excited by the newspaper talk about this matter, and now he wants \$250. Shall I give it to him? and what shall I do with the contract when I get it?

"Hastily yours,

"B. M. PLUMB."

That he read the above note by direction of Mr. Plumb so that he should know what he was delivering; that he delivered said note to Mr. Wiman in the waiting room of the Grand Central Depot, Forty-second Street, New York City, at 6:25 P. M. of said day, that said Wiman opened and read the said note in affiant's presence, and immediately took a piece of paper out of his hand-bag and wrote the reply, a copy of which is as follows:

"DEAR P.: Give him the \$250 after he has read it over to you if you find it very favorable to the contractors. Perhaps it isn't worth. I wd. go the \$250 if you like. Keep it till I come or hand it to the Gen'l.

"E. W."

Said Wiman then handed this note to affiant, with a request that it be delivered to Mr. Plumb, and affiant so delivered it soon after.

WM. HEWITT,

Sworn to and subscribed before me, }
this 18th day of October, 1881. }

JOHN H. WALKER,

Notary Public, Kings County, Cer. filed in N. Y. County.

THE TELEGRAPH DISPUTE.

We print this morning another letter addressed to the President of the Western Union Telegraph Company by the Secretary of the American Mutual Union Company in relation to the conduct of Mr. Wiman in attempting to bribe the officers of the latter company to betray their trust. Mr. Wiman, it will be remembered, in a letter which we printed, denied all knowledge of these proceedings, beyond the mere fact that he had been very anxious to get information of the doings of the Mutual Union, and that a gentleman who was not connected with that Company had undertaken to obtain for him a copy of a certain contract, Mr. Wiman not taking the trouble to enquire how he was going to get it. The letter, which we print this morning, shows that Mr. Wiman's statements were simply untruths; the evidence now produced is of the most crushing character; it is its own strongest commentary, and we ask our readers to look at it and to judge for themselves of the character of the gentleman who has recently figured so largely in connection with telegraph matters in this country. We have but one remark to make in relation to it, namely, that it is a most unfortunate circumstance that the whole telegraph system of Canada should be in the hands of a man so utterly lost to all sense of truthfulness and honesty as Mr. Wiman is shown by this correspondence to be. If there is one thing more important than another in connection with our telegraph system, it is that those who are in charge of it should be men of honor. The business conducted by telegraph is very often of the most confidential character, and interests of the most serious import are often dependent upon it; and how can we expect in the inferior officers connected with the telegraph companies a regard for the obligations imposed upon them, if their superior officer shows that he regards the betrayal of confidence as a matter to be paid for, when the interest of the purchaser is sufficiently great to appear to justify it?

One thought more occurs to us in connection with this matter. Mr. Wiman is at the head of the largest mercantile agency on the Continent. Our readers do not require to be told that we have no high opinion of these mercantile agencies; but, in connection with them, as in connection with the telegraph system, everything depends upon the character of those who may be entrusted with the information which passes through their hands. It is not a pleasant reflection that the intimate secrets of merchants are in the hands of an association, whose head figures as Mr. Wiman does in the correspondence which we print this morning. Nothing can be more humiliating than this exposure.—*Montreal Gazette*, Oct. 27.